



# STATE OF MONTANA

## REQUEST FOR QUALIFICATIONS

(THIS IS NOT AN ORDER)

**RFQ Number:**  
RFQ-CDD-01-06

**RFQ Title:**  
TSEP/CDBG Review Engineers

**RFQ Due Date and Time:**  
March 1, 2006  
3:00 p.m., Local Time

**Number of Pages:** 42

### ISSUING AGENCY INFORMATION

**Procurement Officer:**  
NJ McCullough

**Issue Date:**  
January 16, 2006

Department of Commerce  
301 South Park Avenue  
PO Box 200523  
Helena, MT 59620-0523

**Phone:** (406) 841-2715  
**Fax:** (406) 841-2711  
**TTY Users, Dial 711**

(Contact Jim Edgcomb, TSEP Program Manager,  
at 841-2785, if you have questions about this RFQ)

**Website:** <http://comdev.mt.gov/index.asp>

### INSTRUCTIONS TO OFFERORS

**Return Response to:**

Department of Commerce  
Community Development Division  
301 South Park Avenue  
PO Box 200523  
Helena, MT 59620-0523

**Mark Face of Envelope/Package:**

**RFQ Number:** RFQ-CDD-01-06  
**RFQ Due Date:** March 1, 2006

**Special Instructions:** The offeror shall clearly indicate on the cover of the response whether their response is for either: 1) water, wastewater and solid waste projects, or 2) bridge projects. If an offeror is interested in submitting for both types of projects, then the offeror shall submit separate responses.

### IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

### OFFERORS MUST COMPLETE THE FOLLOWING

**Offeror Name/Address:**

**Authorized Offeror Signatory:**

(Please print name and sign in ink)

**Offeror Phone Number:**

**Offeror FAX Number:**

**Offeror Federal I.D. Number:**

**Offeror E-mail Address:**

### OFFERORS MUST RETURN THIS COVER SHEET WITH RFQ RESPONSE

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## OFFEROR'S RFQ CHECKLIST

### The 10 Most Critical Things to Keep in Mind When Responding to an RFQ for the State of Montana

1. \_\_\_\_\_ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ **Note the contact person's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFQ and is an excellent source of information for any questions you may have.
3. \_\_\_\_\_ **Take advantage of the “question and answer” period.** Submit your questions to the Department by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFQ. All addenda issued for an RFQ are posted on the Community Development Division (CDD) website and will include all questions asked and answered concerning the RFQ.
4. \_\_\_\_\_ **Follow the format required in the RFQ** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
5. \_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the State or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The responses are evaluated based solely on the information and materials provided in your response.
6. \_\_\_\_\_ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
7. \_\_\_\_\_ **Check the CDD website for RFQ addenda.** Before submitting your response, check the CDD website at <http://comdev.mt.gov/index.asp> to see whether any addenda were issued for the RFQ. If so, **you must submit a signed cover sheet for each addendum issued along with your RFQ response.** See Exhibit B for a copy of the Acknowledgement of Addendum.
8. \_\_\_\_\_ **Review and read the RFQ document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
9. \_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late response responses are never accepted.

**This checklist is provided for assistance only and should not be submitted with Offeror's Response.**

## SCHEDULE OF EVENTS

### EVENT

### DATE

RFQ Issue Date .....	January 16, 2006
Deadline for Receipt of Written Questions .....	February 1, 2006
Deadline for Posting of Written Answers to CDD Website .....	February 15, 2006
RFQ Response Due Date .....	March 1, 2006
Intended Date for Contract Award .....	April 14, 2006

## SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

### 1.0 PROJECT OVERVIEW

The STATE OF MONTANA, Department of Commerce, (hereinafter referred to as "the State") invites you to submit a response for providing engineering consulting services to the Treasure State Endowment Program (TSEP) and Community Development Block Grant Program (CDBG). The services rendered will include reviewing and evaluating the technical engineering aspects of applications submitted to TSEP and CDBG for funding the construction of projects. The State will award multiple contracts in order to provide a pool of pre-qualified consultants from which it can select from for each time applications are reviewed. Several consultants will be selected for each review cycle based on the following factors: the need to minimize conflict of interest, the number of applications received, the ability of a consultant to provide its services, and the desire by the State to expose more consultants to the review process. The anticipated term of the contract is from May 1, 2006 to December 31, 2007. A more complete description of the services sought for this project is provided in Section 3, Scope of Project. Responses submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### 1.1 SINGLE POINT OF CONTACT

From the date this Request for Qualification (RFQ) is issued until an offeror is selected and the selection is announced by the Department of Commerce, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Jim Edgcomb**, the person in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Jim Edgcomb, TSEP Program Manager  
Address: 301 South Park Avenue  
PO Box 200523  
Helena, MT 59620-0523  
Telephone Number: (406) 841-2785  
Fax Number: (406) 841-2771  
E-mail Address: jedgcomb@mt.gov

## **1.2 REQUIRED REVIEW**

**1.2.1 Review RFQ.** Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFQ and promptly notify the person identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFQ.

**1.2.2 Form of Questions.** Offerors with questions or requiring clarification or interpretation of any section within this RFQ must address these questions in writing or via e-mail to the person referenced above on or before February 1, 2006. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

**1.2.3 State's Answers.** The State will provide an official written answer to all questions received by February 1, 2006. The State's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFQ will not be binding upon the State. Any formal written addendum will be posted on the Community Development Division's website alongside the posting of the RFQ at <http://comdev.mt.gov/index.asp> by the close of business on the date listed. **Offerors must sign and return any addendum with their RFQ response (see Exhibit B).**

**1.2.4 Standard Terms and Conditions/Standard Contract.** By submitting a response to this RFQ, offeror agrees to acceptance of the standard terms and conditions and standard contract as set out in Appendices A and B of this RFQ. Much of the language included in the standard terms and conditions and standard contract reflects requirements of Montana law. Requests for exceptions to the standard terms and conditions, standard contract terms, or any added provisions must be submitted to the person referenced above by the date for receipt of written/e-mailed questions or with the offeror's RFQ response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the offeror's ability to respond to the RFQ or perform the contract. The State reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring offeror during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal written addendum issued for this RFQ and will apply to all offerors submitting a response to this RFQ.

**1.2.5 Mandatory Requirements.** To be eligible for consideration, an offeror **must** meet the intent of all mandatory requirements. The State will determine whether an offeror's RFQ response complies with the intent of the requirements. RFQ responses that do not meet the full intent of all requirements listed in this RFQ may be subject to point reductions during the evaluation process or may be deemed non-responsive.

## **1.3 SUBMITTING A RESPONSE**

**1.3.1 Organization of Response.** Offerors must organize their response into sections that follow the format of this RFQ, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response **or utilize a blanket response for the entire section with the following statement:**

**"(Offeror's Name)" understands and will comply.**

**1.3.2 Failure to Comply with Instructions.** Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any responses that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

**1.3.3 Multiple Responses.** Offerors may, at their option, submit multiple responses, in which case each response shall be evaluated as a separate document. **The offeror must clearly indicate on the cover of the response whether their response is for either: 1) water, wastewater and solid waste projects, or**

2) bridge projects. If an offeror is interested in submitting for both types of projects, then the offeror must submit separate responses.

**1.3.4 Addendum.** Offerors must submit a signed cover sheet for each addendum issued along with your RFQ response (see Exhibit B). Before submitting your response, check the CDD website at <http://comdev.mt.gov/index.asp> to see whether any addenda were issued for the RFQ.

**1.3.5 Copies Required and Deadline for Receipt of Responses.** Offerors must submit one original response and three copies to the Department of Commerce. ***Responses must be received at the receptionist's desk of the Department of Commerce prior to 3:00 p.m., local time, March 1, 2006. Facsimile responses to requests for responses are ONLY accepted on an exception basis with prior approval of the contact person.***

**1.3.6 Late Responses.** ***Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late responses will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

## **1.4 OFFEROR'S CERTIFICATION**

**1.4.1 Understanding of Specifications and Requirements.** By submitting a response to this RFQ, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFQ.

**1.4.2 Offeror's Signature.** The responses must be signed in ink by an individual authorized to legally bind the business submitting the response. The offeror's signature on a response in response to this RFQ guarantees that the prices quoted have been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFQ response must be furnished upon request.

**1.4.3 Offer in Effect for 120 Days.** A response may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for response submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the response.

## **1.5 COST OF PREPARING A RESPONSE**

**1.5.1 State Not Responsible for Preparation Costs.** The costs for developing and delivering responses to this RFQ and any subsequent presentations of the response as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of their response.

**1.5.2 All Timely Submitted Materials Become State Property.** All materials submitted in response to this RFQ become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFQ process.

## **SECTION 2: RFQ STANDARD INFORMATION**

### **2.0 AUTHORITY**

This RFQ is issued under the authority of section 18-8-204, MCA (Montana Code Annotated). The RFQ process is a procurement option allowing the award to be based on stated evaluation criteria. The RFQ states

the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFQ, will be used.

## **2.1 OFFEROR COMPETITION**

The State encourages free and open competition among offerors. Whenever possible, the State will design specifications, response requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

## **2.2 RECEIPT OF RESPONSES AND PUBLIC INSPECTION**

**2.2.1 Public Information.** All information received in response to this RFQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of responses has passed with the following four exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the Department of Administration; (3) any company financial information requested by the Department of Commerce to determine vendor responsibility, unless prior written consent has been given by the offeror as set out in section 18-4-308, MCA; and (4) other constitutional protections. See Mont. Code Ann. § 18-4-304.

**2.2.2 Department's Review of Responses.** Upon opening the responses received in response to this RFQ, the person in charge of the solicitation will review the responses and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the response.
- The response does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each response containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://www.discoveringmontana.com/doa/gsd/css/Resources/Forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by Jim Edgcomb, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

## **2.3 CLASSIFICATION AND EVALUATION OF RESPONSES**

**2.3.1 Initial Classification of Responses as Responsive or Nonresponsive.** All responses will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Responses may be found nonresponsive any time during the evaluation process or contract negotiation if any of the required information is not provided. If a response is found to be nonresponsive, it will not be considered further.

**2.3.2 Determination of Responsibility.** The Department will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsible, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

**2.3.3 Evaluation of Responses.** The evaluation committee will evaluate the remaining responses and recommend whether to award the contract to the offeror. All responsive responses will be evaluated based



on stated evaluation criteria. These scores will be used to determine the most advantageous offering to the State.

**2.3.4 Completeness of Responses.** Selection and award will be based on the offeror's response and other items outlined in this RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

**2.3.5 Opportunity for Discussion/Negotiation and/or Oral Presentation.** After receipt of all responses and prior to the determination of the award, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation to clarify their RFQ response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Helena, Montana, to discuss technical and contractual aspects of the response. Oral presentations, if requested, shall be at the offeror's expense.

**2.3.6 Best and Final Offer.** The "Best and Final Offer" is an option available to the State under the RFQ process which permits the State to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The State reserves the right to request a "best and final offer" for this RFQ, if any, based on price/cost alone.

**2.3.7 Evaluation Committee Recommendation for Contract Award.** The evaluation committee will provide a written recommendation for contract award to the Department that contains the scores, justification and rationale for its decision. The Department will review the recommendation to ensure its compliance with the RFQ process and criteria before concurring in the evaluation committee's recommendation. In order to minimize the potential for conflicts of interest in the technical reviews, the Department will award contracts to more than one firm.

**2.3.8 Request for Documents Notice.** Upon concurrence with the evaluation committee's recommendation for contract award, the Department will issue a "Request for Documents Notice" to the highest scoring offerors to obtain the required insurance documents, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place. The Department will notify all other offerors of the State's intent to begin contract negotiation with the highest scoring offeror.

**2.3.9 Contract Negotiation.** Upon issuance of the "Request for Documents Notice," the Department and/or state agency representatives may begin contract negotiation with the responsive and responsible offeror whose response achieves the highest score and is, therefore, the most advantageous to the State. If contract negotiation is unsuccessful or the highest scoring offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and begin negotiations with the next highest scoring offeror.

**2.3.10 Contract Award.** Contract award, if any, will be made to the highest scoring offerors who provides all required documents and successfully completes contract negotiation. A formal contract utilizing the Standard Contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A will be executed by all parties.

## **2.4 STATE'S RIGHTS RESERVED**

While the State has every intention to award a contract as a result of this RFQ, issuance of the RFQ in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:



- cancel or terminate this RFQ (Mont. Code Ann. § 18-4-307, MCA);
- reject any or all responses received in response to this RFQ (ARM 2.5.602);
- waive any undesirable, inconsequential, or inconsistent provisions of this RFQ which would not have significant impact on any response (ARM 2.5.505);
- not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- if awarded, terminate any contract if the State determines adequate state funds are not available (Mont. Code Ann. § 18-4-313).

## SECTION 3: SCOPE OF PROJECT

### **3.0 SCOPE OF PROJECT** - The Contractor will:

- 3.0.1** Attend an organizational meeting in May 2006 to receive assigned TSEP applications and to review the program's guidelines, review procedures, and the Department's expectations;
- 3.0.2** Conduct a technical analysis of the engineering components of each TSEP application assigned to the Contractor. The technical analysis will include a review of the environmental checklist and whether environmental concerns were adequately addressed in the application. The Department reserves the right to distribute the number of applications according to the needs of the programs based on the need to minimize any conflicts of interest, the number of applications received, the ability of a consultant to provide its services, and the desire by the State to expose more consultants to the review process. There is no guarantee that a selected contractor will receive any applications to review throughout the contract period.
- 3.0.3** Consult with Montana Department of Environmental Quality (DEQ) and other state and federal permitting agencies as necessary. The contractor will provide written comments concerning any serious deficiencies or problems identified by other state or federal agencies;
- 3.0.4** Provide written comments concerning the adequacy of the operational and maintenance (O&M) budgets and practices of the applicant, based on information provided in the application or additional information as requested from DEQ. If there is insufficient information contained within the application, the contractor will provide to MDOC a list of questions that will then be submitted to the applicant by MDOC;
- 3.0.5** Review the project summary supplied by MDOC and provide comment on its accuracy;
- 3.0.6** Confer with MDOC regarding how to proceed if any information is missing from an application or it is unclear;
- 3.0.7** Submit a draft of all assigned written analyses to MDOC in accordance with the time schedule shown below. The review engineer's draft written analyses will be based upon the attached examples (Exhibit C), including format and level of detail. MDOC will provide the anonymous drafts to applicants. Applicants will be allowed to review the comments and submit responses. These responses will be returned to the contractors in accordance with the time schedule shown below. MDOC may also provide comments to the contractors regarding the adequacy of the draft written comments. The review engineer will include within the written analysis the changes that were made in accordance with the comments from the applicant or the reason that changes were not be made. The Contractor will revise the draft written analyses as necessary;
- 3.0.8** Submit to MDOC and other participating contractors revised draft written analyses in accordance with the time schedule shown below;

- 3.0.9** Attend a scoring reconciliation meeting in accordance with the time schedule shown below. The engineer responsible for reviewing an assigned project must be licensed as a registered engineer (PE) in the State of Montana, present the oral synopsis of the project, answer any questions regarding it, and discuss the project to determine the appropriate score. MDOC will attempt to minimize the amount of time required by each engineer at these meetings. The Contractor must have at least one professional engineer (licensed as a registered engineer (PE) in the State of Montana) who will attend the entire duration of the reconciliation meeting to ensure consistency in scoring all of the applications. The engineer must have sufficient design and construction related experience such that he or she can provide constructive comment throughout the reconciliation meeting. The engineer who will attend the entire reconciliation meeting will be one of the following individuals: (insert names).
- 3.0.10** Revise the draft written analyses as appropriate and submit to MDOC a final written analysis in both hard copy and on computer diskette in accordance with the time schedule shown below.

**3.1 KEY DATES** - The following are key dates (tentative) set for the 2006 application review process:

- May 5, 2006 – Deadline for submittal of TSEP applications;
- May 26, 2006 – Deadline for submittal of CDBG applications (other dates associated with CDBG applications are unknown at this time);
- May 12, 2006 – Contractors are provided a list of TSEP applicants;
- May 19, 2006 – Contractors return the list of applicants showing any conflicts of interest;
- May 25, 2006 – Contractors meet with MDOC staff to discuss review process and TSEP applications are assigned to contractors;
- July 24, 2006 – Contractors complete their technical engineering review of TSEP assigned applications and provide draft comments to MDOC;
- August 14, 2006 – Applicants comments on contractor's report are returned to contractors;
- August 28, 2006 – Contractors distribute revised reports to MDOC and other contractors;
- September 11, 2006 – TSEP reconciliation meeting for bridges;
- September 12 to 15, 2006 – TSEP and CDBG reconciliation meeting for water, wastewater and solid waste projects, and
- September 29, 2006 – Final technical review reports are provided to MDOC.

## **SECTION 4: OFFEROR QUALIFICATIONS**

### **4.0 STATE'S RIGHT TO INVESTIGATE**

The State may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

### **4.1 OFFEROR INFORMATIONAL REQUIREMENTS**

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror. **(Note: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)**

**4.1.1 Resumes/Company Profile and Experience.** Offeror shall specify how long the individual/company submitting the response has been in the business of providing services similar to those requested in this RFQ. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract. Offeror should specify how long it has been in the business of providing these services and under what company name. **It is critical to specifically identify the individuals that would potentially be the primary person(s) performing the technical reviews and the person that would attend the reconciliation meeting. The individuals named will be the principal basis for the score assigned when evaluating the response.**

**4.1.1.1 Requirements if Reviewing Projects.** The contractor's personnel responsible for reviewing an assigned project must be licensed as a registered engineer (PE) in the State of Montana. The contractor may assign the technical review to staff other than PE's, however a PE must oversee the staff, take responsibility for accuracy of the technical review, and certify the accuracy of the technical review by signature. The PE will be responsible for the oral presentation of the technical review at the reconciliation meeting.

**4.1.1.2 Requirements if Participating in the Reconciliation Meeting.** The contractor's representative responsible for attending the entire reconciliation meeting must be licensed as a registered engineer (PE) in the State of Montana. The engineer must have considerable design and construction related experience such that he or she can provide constructive comment throughout the reconciliation meeting. The State expects that the engineer participating in the reconciliation meeting is a senior level project engineer. The engineer must also be able to actively participate in the reconciliation meeting by asking questions, providing opinion and recommending scoring for each application being discussed at the reconciliation meeting.

## SECTION 5: EVALUATION CRITERIA

### **5.0 EVALUATION CRITERIA**

The evaluation committee will review and evaluate the offers according to the following criteria:

<b>Quality of Response</b>		<b>25 points maximum out of 100 possible points</b>
Overall Quality of the Response	<ol style="list-style-type: none"> <li>1. Response is clear and well organized.</li> <li>2. Response is well written.</li> <li>3. Response addresses all of the information needed to evaluate it.</li> <li>4. Response provides insight into the Offeror's knowledge and understanding of the subject matter.</li> </ol>	
<b>Technical Abilities</b>		<b>70 points maximum out of 100 possible points</b>

Technical Abilities	<p>1. The qualifications of the professional personnel to be assigned to the project, in particular, the engineer(s) that would potentially participate in the reconciliation meeting, and the engineer(s) that would potentially review TSEP or CDBG applications. Demonstration of knowledge and experience related to the design and construction of water, wastewater, storm water, solid waste or bridge projects. Demonstration of the ability to produce a high quality preliminary engineering report (PER). Demonstration of the ability to provide peer review of a PER. When more than one person is listed as a potential participant, the points assigned for technical abilities will be based on the knowledge and experience of the less senior personnel that would be assigned and potentially participate in each of the two tasks (reviewing applications and especially participation in the reconciliation meeting).</p> <p>2. Related experience on similar projects. Demonstration of ability to produce a written evaluation of the technical aspects of a TSEP or CDBG application and the preliminary engineering report using the prescribed format. Demonstration of ability to actively participate in the reconciliation meeting by asking questions, providing opinion and recommending scores for each application being discussed at the reconciliation meeting.</p> <p>3. Recent and current work for the agency. If the Offeror has previously performed in TSEP or CDBG technical reviews, past performance will be taken into account.</p>
<b>Budget, Workload &amp; Location</b> <span style="float: right;"><b>5 points maximum out of 100 possible points</b></span>	
Budget, Workload & Location	1. Capability to meet time and project budget requirements, location, and present and projected workloads.

## **SECTION 6: STANDARD CONTRACT INFORMATION**

### **6.0 STANDARD TERMS AND CONDITIONS**

The State's standard terms and conditions are attached to this document as Appendix A. Offerors should notify the State of any terms within the standard terms and conditions that either preclude them from responding to the RFQ or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the offeror's RFQ response. Any requests for material, substantive, important exceptions to the standard terms and conditions will be addressed in any formal written addendum issued by the person in charge of the solicitation. The State reserves the right to address any non-material, minor, insubstantial exceptions to the standard terms and conditions with the highest scoring offeror at the time of contract negotiation.

### **6.1 STANDARD CONTRACT**

The State's standard contract is attached to this document as Appendix B. Offerors should notify the State of any terms within the standard contract that either preclude them from responding to the RFQ or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the offeror's RFQ response. Any requests for material, substantive, important exceptions to the standard contract will be addressed in any formal written addendum issued by the person in charge of the solicitation. The State reserves the right to address any non-material, minor, insubstantial exceptions to the standard contract with the highest scoring offeror at the time of contract negotiation.

### **6.2 ADDITIONAL CONTRACT PROVISIONS AND TERMS**

This RFQ and any addenda, the offeror's RFQ response, including any amendments, a best and final offer, if any, , any clarification question responses, and any negotiations shall be included in any resulting contract. The State's standard contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract negotiated between the State and the offerors. The contract language contained in Appendix B does not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

### **6.3 CONTRACT TERM**

The contract term is for a period of twenty months beginning May 1, 2006 and ending December 31, 2007. Renewals of the contract, by mutual agreement of both parties, may be made at two-year intervals, or any interval that is advantageous to the State, not to exceed a total of six years, at the option of the State.

### **6.4 COST/PRICE INCREASE**

**6.4.1 Cost Increase by Mutual Agreement.** After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement.

### **6.5 SUBCONTRACTORS**

No subcontractors will be allowed.

### **6.6 GENERAL INSURANCE REQUIREMENTS**

**6.6.1 General Requirements.** The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including

contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**6.6.2 Primary Insurance.** The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**6.6.3 Specific Requirements for Commercial General Liability.** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$300,000 per occurrence and \$600,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

**6.6.4 Additional Insured Status.** The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

**6.6.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, employees, and volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**6.6.6 Certificates of Insurance/Endorsements.** Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's solicitation number. This insurance must be maintained for the duration of the contract. The Montana Department of Commerce, 301 South Park Avenue, PO Box 200523, Helena, MT, 59620-0523, must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

## **6.7 COMPLIANCE WITH WORKERS' COMPENSATION ACT**

The Contractor is required to supply the Department of Commerce proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-120, 39-71-401, and 39-71-405.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be received by the Department of Commerce, 301 South Park Avenue, PO Box 200523, Helena, MT, 59620-0523, within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

**CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.**

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An independent contractor's exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

## **6.8 COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

## **6.9 CONTRACT TERMINATION**

**6.9.1** The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

**6.9.2** The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(3).)

## **6.10 CONTRACTOR PERFORMANCE ASSESSMENTS**

The State may do assessments of the Contractor's performance. This contract may be cancelled for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to cancel this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract cancellation. Performance assessments may be considered in future solicitations.



## APPENDIX A: STANDARD TERMS AND CONDITIONS

**By submitting a response to this request for qualifications or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF RESPONSES:** The State reserves the right to accept or reject any or all responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Responses will be firm for 30 days, unless stated otherwise in the text of the request for qualifications.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

**AUTHORITY:** The following request for qualifications and contract is issued under authority of Title 18, Montana Code Annotated.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the Department of Commerce. Products delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related

accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for request for qualifications ONLY if they are completely received by the Department of Commerce prior to the time set for receipt. Responses, or portions thereof, received after the due time will not be considered.

**FAILURE TO HONOR RESPONSE:** If a offeror to whom a contract is awarded refuses to accept the award (contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late responses will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of receipt of a properly executed invoice. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**REFERENCE TO CONTRACT:** The contract number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Products shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313(4).)

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this request for qualifications and subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

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Revised 7/05

## **APPENDIX B: STANDARD CONTRACT**

1. Parties
2. Effective Date, Duration and Renewal
3. Price Adjustments
4. Services and/or Supplies
5. Consideration/Payment
6. Access and Retention of Records
7. Assignment, Transfer and Subcontracting
8. Hold Harmless/Indemnification
9. Required Insurance
10. Compliance with Workers' Compensation Act
11. Compliance with Laws
14. Contract Termination
15. Liaison and Service of Notices
16. Meetings
17. Contractor Performance Assessments
18. Choice of Law and Venue
19. Scope, Amendment and Interpretation
20. Execution

## **TSEP/CDBG REVIEW ENGINEERS (INSERT CONTRACT NUMBER)**

### **1. PARTIES**

THIS CONTRACT, is entered into by and between the State of Montana, Department of Commerce, (hereinafter referred to as "the State" or "MDOC"), whose address and phone number are 301 South Park Avenue, PO Box 200523, Helena, MT, 59620-0523, (406) 841-2704 and (insert name of contractor), (hereinafter referred to as the "Contractor"), whose nine digit Federal ID Number, address and phone number are (insert federal id number), (insert address) and (insert phone number).

### **THE PARTIES AGREE AS FOLLOWS:**

### **2. EFFECTIVE DATE, DURATION, AND RENEWAL**

**2.1** This contract shall take effect on May 1, 2006, and terminate on December 31, 2007, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

**2.2** This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in two-year intervals, or any interval that is advantageous to the State, for a period not to exceed a total of six years. This renewal is dependent upon legislative appropriations and in no case may this contract run longer than a six-year period.

### **3. PRICE ADJUSTMENTS**

Contractor and the State agree price adjustments may be made at the time of contract renewal under the following conditions: After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement.

### **4. SERVICES AND/OR SUPPLIES**

Contractor agrees to provide to the State the following if selected to participate in the review of applications:

- 4.1** Attend an organizational meeting to receive assigned applications and to review the programs' guidelines, review procedures, and MDOC's expectations;
- 4.2** Conduct a technical analysis of the engineering components of each application assigned to the Contractor. The technical analysis will include a review of the environmental checklist and whether environmental concerns were adequately addressed in the application. The MDOC reserves the right to distribute the number of applications according to the needs of the programs based on the need to minimize any conflicts of interest, the number of applications received, the ability of a consultant to provide its services, and the desire by the State to expose more consultants to the review process. The professional engineer(s) who will potentially review applications will be one of the following individuals: (insert names).
- 4.3** Consult with Montana Department of Environmental Quality (DEQ), and state and federal permitting agencies as necessary. The contractor will provide written comments concerning any serious deficiencies or problems identified by those agencies;
- 4.4** Provide written comments concerning the adequacy of the operational and maintenance (O&M) budgets and practices of the applicant, based on information provided in the application or additional information requested from the DEQ. If there is insufficient information contained within the application, the contractor will provide to MDOC a list of questions that will then be submitted to the applicant by MDOC;
- 4.5** Review the project summary supplied by MDOC and provide comment on its accuracy;

- 4.6** Confer with MDOC regarding how to proceed if any information is missing from an application or it is unclear;
- 4.7** Submit a draft of all assigned written analyses to MDOC in accordance with the time schedule shown below. The review engineer's draft written analyses will be based upon examples that will be provided by MDOC, including format and level of detail. MDOC will provide the anonymous drafts to applicants. Applicants will be allowed to review the comments and submit responses. These responses will be returned to the contractors in accordance with the time schedule shown below. MDOC may also provide comments to the contractors regarding the adequacy of the draft written comments. The review engineer will include within the written analysis the changes that were made in accordance with the comments from the applicant or the reason that changes were not be made. The Contractor will revise the draft written analyses as necessary;
- 4.8** Submit to MDOC and other participating contractors revised draft written analyses in accordance with the time schedule shown below;
- 4.9** Attend a scoring reconciliation meeting in accordance with the time schedule shown below. The number of days required to conduct the meeting will be dependent on the number of applications required. The number of days required for a TSEP/CDBG reconciliation meeting is typically three days, with one additional day for bridge projects, but usually just one day when it is only for CDBG. The engineer responsible for reviewing an assigned project must be licensed as a registered engineer (PE) in the State of Montana, present the oral synopsis of the project, answer any questions regarding it, and discuss the project to determine the appropriate score. MDOC will attempt to minimize the amount of time required by each review engineer at these meetings. The Contractor must have at least one professional engineer (licensed as a registered engineer (PE) in the State of Montana) who will attend the entire duration of the reconciliation meeting to ensure consistency in scoring all of the applications. The engineer must have sufficient design and construction related experience such that he or she can provide constructive comment throughout the reconciliation meeting. The professional engineer who will attend the entire reconciliation meeting will be one of the following individuals: **(insert names)**.
- 4.10** Revise the draft written analyses as appropriate and submit to MDOC a final written analysis in both hard copy and electronically in accordance with the time schedule shown below.
- 4.11** The following are key dates (tentative) set for the 2006 application review process:
- May 5, 2006 – Deadline for submittal of TSEP applications;
- May 26, 2006 – Deadline for submittal of CDBG applications (other dates associated with CDBG applications are unknown at this time);
- May 12, 2006 – Contractors are provided a list of TSEP applicants;
- May 19, 2006 – Contractors return the list of applicants showing any conflicts of interest;
- May 25, 2006 – Contractors meet with MDOC staff to discuss review process and TSEP applications are assigned to contractors;
- July 24, 2006 – Contractors complete their technical engineering review of assigned TSEP applications and provide draft comments to MDOC;
- August 14, 2006 – Applicants comments on contractor's report are returned to contractors;
- August 28, 2006 – Contractors distribute revised reports to MDOC and other contractors;

September 11, 2006 – TSEP reconciliation meeting for bridges;

September 12 to 15, 2006 – TSEP and CDBG reconciliation meeting for water, wastewater and solid waste projects, and

September 29, 2006 – Final technical review reports are provided to MDOC.

## 5. **CONSIDERATION/PAYMENT**

**5.1** In consideration for the engineering consulting services to be provided, the State shall pay according to the following schedule:

- 5.1.1** The State will pay the Contractor at an hourly rate set forth in Exhibit A, plus travel time and expenses for those not located in the Helena area, at an amount not to exceed \$300 for attending the organizational meeting in May. If a contractor is selected to review both bridge **and** water/wastewater/solid waste projects, the amount not to exceed for attending this meeting is \$600, plus travel time and expenses for those not located in the Helena area. These amounts will be paid upon the Contractor presenting an invoice to the State following the organizational meeting. **All individuals that will be reviewing applications will be required to attend the organizational meeting.** Upon request, MDOC may excuse specific individuals from attending this meeting if the State is confident that the individual knows the programs' requirements and expected quality of work.
- 5.1.2** The State will pay the Contractor at an hourly rate set forth in Exhibit A, at an amount not to exceed \$2,000 per application reviewed. The Contractor will be allowed to charge the State more than \$2,000 for any given review, as long as the total amount does not exceed \$2,000 times the number of assigned applications to be reviewed. In other words, the Contractor will be allowed to average expenses based on the total number of reviews assigned, not to exceed the maximum for the combined total. The contractor will be required to keep track of the actual number of hours required to complete the review process and bill the State accordingly. When billing the State, the Contractor must show the actual number of hours and cost that it took to complete the review process. Any expense charged against a review must be clearly stated and justified when invoicing the State. The State will pay the Contractor \$1,000 per application as an advance against the amount the Contractor is ultimately entitled to be compensated for these services. This amount will be paid upon the Contractor presenting an invoice to the State following the organizational meeting.
- 5.1.3** The State will pay the Contractor at an hourly rate set forth in Exhibit A, at an amount not to exceed \$600 per day for the reconciliation meeting to score projects. For those not located in the Helena area, the State will also pay travel time for one round trip and expenses for the primary engineer(s).
- 5.1.4** These amounts will constitute full and complete compensation for the Contractor's services hereunder. The Contractor will make claims for payment by submitting State of Montana Vendor's Invoices to the State.
- 5.1.5** Upon completion of the review process, the Contractor may submit a request for payment, based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period, and the total amount being billed. Some applications will be for both TSEP and CDBG funding - there will be no additional reimbursement for reviews on projects submitted to both programs during the same review period.



- 5.1.6** The amount to be paid will be calculated according to the hourly billing rates for the various personnel as described in Exhibit A, except as noted in paragraph 5.1.9.
- 5.1.7** Payment will be made in lump sums upon completion of the final products to the MDOC, except as noted in subsection (b).
- 5.1.8** U.S. Funds: All prices and payments must be in U.S. dollars.
- 5.1.9** The amount paid for travel time and expenses is a separate amount from those shown above. The amount provided for travel time cannot exceed \$600, based on a not to exceed rate of \$80 per hour. However, if the contractor is selected to review both bridge **and** water/wastewater/solid waste projects and provides two primary representatives to cover each type of project, then the amount provided for travel time cannot exceed \$600 per representative, not to exceed \$1,200 in total. Expenses will be limited to amounts allowed by government rates.

**5.2** The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

**5.3** Contractor may be required to provide banking information at the time of contract execution in order to facilitate State electronic fund transfer payments.

## **6. ACCESS AND RETENTION OF RECORDS**

**6.1** The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

**6.2** The Contractor agrees to create and retain records supporting the engineering consulting services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

## **7. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

## **8. HOLD HARMLESS/INDEMNIFICATION**

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

## **9. REQUIRED INSURANCE**

**9.1 General Requirements:** The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including

contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**9.2 Primary Insurance:** The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**9.3 Specific Requirements for Commercial General Liability:** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$300,000 per occurrence and \$600,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

**9.4 Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

**9.8 Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**9.9 Certificate of Insurance/Endorsements:** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the Montana Department of Commerce, 301 South Park Avenue, PO Box 200523, Helena, MT, 59620-0523. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

## **10. COMPLIANCE WITH THE WORKERS' COMPENSATION ACT**

The Contractor is required to supply the State Procurement Bureau with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-401, 39-71-405, and 39-71-417.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

## **11. COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the

Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

#### **14. CONTRACT TERMINATION**

**14.1** The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

**14.2** The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(3).)

#### **15. LIAISON AND SERVICE OF NOTICES**

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

<u>Richard Knatterud</u> will be the liaison for the State.	
<u>301 S Park Ave, PO Box 200523</u>	(Address)
<u>Helena, MT 59620</u>	(City, State, ZIP)
<u>(406) 841-2784</u>	(Telephone #)
<u>(406) 841-2771</u>	(Fax #)
<u>rknatterud@mt.gov</u>	(E-mail)

_____	will be the liaison for the Contractor.
_____	(Address)
_____	(City, State, ZIP)
_____	(Telephone #)
_____	(Fax #)
_____	(E-mail)

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

#### **16. MEETINGS**

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

#### **17. CONTRACTOR PERFORMANCE ASSESSMENTS**

The State may do assessments of the Contractor's performance. This contract may be cancelled for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to cancel this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The

Contractor will be notified with a justification of contract cancellation. Performance assessments may be considered in future solicitations.

## 18. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, response or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

## 19. SCOPE, AMENDMENT AND INTERPRETATION

**19.1** This contract consists of (insert number) numbered pages, any Attachments as required, RFQ # RFQ-CDD-01-06 as amended and the Contractor's RFQ response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

**19.2** These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

## 20. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

Department of Commerce

(INSERT CONTRACTOR'S NAME)  
(Insert Address)  
(Insert City, State, Zip)  
FEDERAL ID # (Insert Number)

BY: Anthony J. Preite, Director

BY: \_\_\_\_\_  
(Name/Title)

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Form and Legal Content:

\_\_\_\_\_  
Legal Counsel (Date)  
Agency: \_\_\_\_\_

## **EXHIBIT A**

### **HOURLY RATE FOR COMPENSATION AND PER DIEM**

**(Attach Engineering Firm's Rates Here)**

## **EXHIBIT B**

### **ACKNOWLEDGMENT OF ADDENDUM**

The bidder or offeror for this solicitation must acknowledge receipt of this addendum. This page must be submitted at the time set for bid or proposal opening or the bid or offer may be disqualified from further consideration.

I acknowledge receipt of Addendum #\_\_\_\_\_.

Signed: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT C

### EXAMPLE #1 OF A COMPLETED ENGINEERING REVIEW REPORT FORM (for water, wastewater, storm water, and solid waste type projects)

APPLICANT NAME: Town of Anywhere

TYPE OF PROJECT: Wastewater System Improvements

COMMENTS PREPARED BY: XYZ, Inc. (Sam Whoever, P.E.)

DATE:

**TSEP Statutory Priority #1 - Projects that solve urgent and serious public health or safety problems, or that enable local governments to meet state or federal health or safety standards.**

#### **CDBG Criterion #2 – Need for Project**

- a. Does a serious deficiency exist in a basic or necessary community public facility or service, such as the provision of a safe domestic water supply or does the community lack the facility or service entirely, and will the deficiencies be corrected by the proposed project? *(Describe all deficiencies that will be addressed by the proposed project and the seriousness of those deficiencies. Briefly note any deficiencies that will not be corrected by the project. Describe the seriousness of the deficiency. )*

Comment: The wastewater facilities in the Town of Anywhere consist of a three-cell facultative lagoon system constructed in 1984, which discharges to Dry Creek; four wet well/dry pit lift stations; and approximately 36,700 lineal feet of sewer mains. The majority of the sewer collection system is 8-inch clay pipe, much of which was installed in 1984. The PER concludes that there are no serious deficiencies at the wastewater treatment facility.

Historically, the Town has experienced problems with approximately 4,000 feet of sewer main within the system and several of the lift stations, although these problems are not well-documented in the PER. The pumps in the main lift station are 20 years old and approaching the end of their design life and should be replaced. *The applicant responded that the age of the master lift station is a major concern, the failure of which would impact the entire community.* The proposed project involves rehabilitation of the lift stations and replacement of sewer main under Dry Creek. In addition, the Town intends to implement an annual sewer main replacement program using available funds (\$20,000) from retiring their existing sewer bond.

- b. Have serious public health or safety problems that are clearly attributable to a deficiency occurred, or are they likely to occur, such as illness, disease outbreak, substantial property loss, environmental pollution, or safety problems or hazards? *(Describe the public health or safety problems that can be attributable to any of the deficiencies that will be corrected. Describe whether the problems have already occurred, or if they haven't, describe the likelihood of their occurrence. For instance, is the public health or safety problem imminent, near-term, long-term, or may potentially occur at some point in the future? Also describe the degree of seriousness the public health or safety problems represent.)*

Comment: The PER states that sewer backup into the school and several homes near one of the lift stations has occurred. The backups were attributed to improper function of the lift station. Backup of raw sewage into homes is a serious public health problem. However, this occurrence is not clearly attributable to the condition of the lift station. The PER does not provide any information about the existing lift stations, such as pump age, size, capacity, or existing controls. No specific information about the deficiencies is provided. *The applicant commented that an inspection conducted by DEQ outlines "excessive corrosion in the master lift station". The*



*inspection report, dated August 13, 2003 states only that the wet well has significant corrosion, but not further detail is provided. The report concludes that no major problems exist within the system. Mike Abrahamson of DEQ, who conducted the inspection of this wet well/dry pit lift station, stated that the corrosion is in the wet well and affects the ladder and inlet pipe. Therefore, it is difficult to determine the extent or severity of the problem and whether or not the problem is attributable to the deficiencies of the lift stations and sewer mains.*

- c. Is the problem existing, continual, and long-term, as opposed to occasional, sporadic, probable or potential? *(Describe the nature and frequency of occurrence.)*

Comment: Three of the lift stations appear to be approximately 15 years old, the main lift station pumps are 20 years old. Although the PER did not provide a discussion specific to the controls, it can be assumed that the controls for the lift station are of similar vintage. *This was verified by the applicant in their comment letter.* Existing problems appear to be occasional and sporadic; however, given the age of the lift stations, problems can be expected to become continual and long-term.

- a. Is the entire community, or a substantial percentage of the residents of the community, seriously affected by the deficiency, as opposed to a small percentage of the residents? *(Describe the number of residents affected by the problem.)*

Comment: The master lift station serves the entire community and failure of the pumps or controls would have serious consequences. Another deficiency noted in the PER is the occurrence of sewer backups. A small percentage of the residents of the community are only rarely affected by the deficiency. A letter from the school included in the grant application stated that sewer backups in the school have occurred twice in 14 years.

- b. Is there clear documentation that the current condition of the public facility (or lack of a facility) violates a state or federal health or safety standard? *(If yes, describe the standard being violated.)*

Comment: There is no documentation of the current condition of the public facility violating a state or federal health or safety standard. *The applicant reiterated this in their comment letter.* The PER describes portions of the collection system that do not meet minimum slope for sewer main as required by DEQ 2; however, there is no discussion or documentation of a resulting lack of capacity in these mains. The community plans to implement an annual sewer improvement program to address these deficiencies.

- f. Does the standard that is being violated represent a significant threat to public health or safety? *(For each standard being violated as listed in e., identify the public health or safety problems associated with it.)*

Comment: There are no state or federal health or safety standards being violated.

- g. Is the proposed TSEP project necessary to comply with a court order or a state or federal agency directive? *(If yes, describe the directive.)*

Comment: No.

- h. Are there any reliable and long-term management practices that would reduce the public health or safety problems? *(Describe any reliable and long-term management practices that would reduce the public health or safety problems.)*

Comment: Replacement or rehabilitation of the 20 year old master lift station will be required in the near-term. A long-term maintenance program involving regular maintenance as well as establishing an equipment replacement fund would assist the Town in performing the required rehabilitation and upgrades to the other existing lift stations before the end of their useful life. The Town plans to implement an annual sewer replacement/rehabilitation program to address the deficiencies in the sewer collection system.

- i. Is there any other pertinent information that might influence the scoring of this statutory priority?

Comment: No.

### **SUMMARY - STATUTORY #1**

There are various deficiencies that could affect the public's health and safety, including: lift station failure due to aging pumps and controls and corroded lift station components. Based on the scoring criteria for wastewater projects, these types of deficiencies are not considered to be a serious threat to public health or safety, and would only potentially occur at some point in the future if the deficiencies are not corrected. The MDOC scoring team determined that a level 2 score is appropriate for these types of deficiencies and the potentially resulting health and safety problems.

**TSEP Statutory Priority #3 - Projects that incorporate appropriate, cost-effective technical design and that provide thorough, long-term solutions to community public facility needs.**

### **CDBG Criterion #3 - Project Concept and Technical Design**

- a. Does the PER provide all of the information as required by the Uniform PER outline, and did the analysis address the entire system in order to identify all potential deficiencies? *(Describe any information that is required to be in the Uniform PER outline that is missing. State whether the entire system was addressed, and describe any parts of the system not dealt with and the reason why if known.)*

Comment: The PER follows the Uniform PER Outline; the table of contents is the basic outline. The report discusses the wastewater treatment facility, the lift stations and the sewer collection system. In general, all of the sections lack sufficient detail and do not adequately address all items required by the Uniform PER Outline. There is an overall lack of documentation to support the information presented.

*In their comment letter dated August 12, 2004, the applicant provided comments, justification for lack of documentation and in some cases, new information for each of the bulleted items listed below. Inclusion of some of this information in the PER would have strengthened it. However, this section of the technical review report pertains to the compliance of the PER with the Uniform PER Outline. None of the information provided in the applicant's letter changes the fact that the PER lacks significant detail and does not adequately address all items required by the Uniform PER Outline. Therefore, no changes were made to this section.*

Following is a list of some of the PER deficiencies, with relevant sections of the Uniform PER outline in parentheses:

- Environmental resources (Section II.A.3) were not adequately described. There was no discussion of land resources, historic sites, endangered species/critical habitats, groundwater wetlands, or socio-economic issues. No maps or exhibits were presented. The applicant responded that the documentation of the environmental resources is found in Appendix A in the form of comment letters from the various agencies.
- Population growth projections for the project area (Section II.A.4) were not supported/documented. The Town has experienced a general decline in population since 1960; however a growth rate of 0.5% was used.
- The condition/capacity of the existing collection system was not adequately discussed (Section II.B.3). For example, reference was made to flow monitoring using a Q-Tracker; however, with the exception of the raw data in Appendix G, the data are not summarized, nor is there any discussion or documentation regarding infiltration and inflow. Conflicting references appear throughout the PER, for example on page 13 the report states, "By comparing the results of these tests, with those taken during the late months of spring, we were able to identify those area where infiltration is a major problem." On page 14 the report states, "The results of this collection data shows a general daily bell curve as would be

expected in a system that has no infiltration.” On page 21, the report states that “As can be seen from the previous section on flows, there is evidence that infiltration is occurring in portions of the collection system.” The bell curve is not presented in the PER. The map presented (Figure 2-5) is not clearly marked and does not show the areas studied.

- Existing flow data presented (Section II.B.3) consists of one year (2003) of data only.
- The PER refers to a leakage study performed at the WWTF in two of the three cells. No data for this study are presented in the PER.
- Future treatment standards (Section II.B.3) that may be required for the Town’s new MPDES discharge permit, such as disinfection or nutrient standards are not discussed in the PER.
- No information on the age or size of the three existing lift stations in the collection system (Section II.B.3).
- There is no supporting data to confirm the condition of the existing system, capacity, deterioration, etc. (Section II.B.3).
- There is no data to support the applicant’s claim for project need, health/safety as required in Section II.C.1.
- The PER states that there are approximately 10,000 lineal feet of sewer main that is either undersized or below recommended slope; however, no modeling or calculations are shown to document that a capacity problem exists. (Section II.C)
- General design requirements for improvements are very cursory and lack specific detail required for the reviewer to determine if improvements are appropriate. (Section II.D).
- Sound justification for eliminating all improvements to the WW treatment facility (Section III) was not provided. Because the PER did not provide any discussion of potential future treatment requirements that may result from their impending MPDES permit, improvements at the WWTP may required in the near term and should have been considered as part of this PER.
- The alternative analysis did not include any consideration of annual O&M costs for the lift stations, even though the lift station rehabilitation would likely reduce the Town’s O&M costs. (Section IV.I.2)
- The preferred alternative was not specifically included in the alternative analysis, which included two alternatives for collection system improvements (Section IV).
- A detailed description of the preferred alternative was not provided (Section V). No discussion of the types of controls to be added, the size of new pumps, or the tasks involved in the rehabilitation of the lift stations was provided. No design criteria was provided (Section V.D).

- b. Does the proposed project completely resolve all of the deficiencies identified in the PER? If not, does the proposed project represent a complete component of a long-term master plan for the facility or system, and what deficiencies will remain upon completion of the proposed project? *(Describe any deficiencies that will not be resolved by the proposed project. Describe any plans for resolving those deficiencies in the future.)*

Comment: The proposed project will not resolve all of the deficiencies identified in the PER, nor does the proposed project represent a complete component of a long-term master plan for the system. The PER failed to identify all the deficiencies in the wastewater facilities. The Town’s MPDES permit expired in January 2000 and a new permit from DEQ is forthcoming. Anywhere’s wastewater treatment facility discharges to Dry Creek, which is a class B-2 stream. The statement of Basis (June 1994) states that the stream is considered intermittent in the Anywhere area. According to Melee Valett, Water Quality Specialist in the Water Protection Bureau in DEQ, the 1994 Statement of Basis is very general and will likely be expanded in the new permit. She believes that it would be prudent to assume that both disinfection and nutrient limits are possible in the new permit. She stated that any final limits imposed in the new permit would be included with interim limits and a compliance schedule. However, the PER lacked any discussion of future treatment requirements.

In addition, the PER lacked any discussion of the WWTF with regard to DEQ design standards for facultative ponds. A table on page 17 of the PER lists the 1984 design criteria for the facility, but the column for current conditions is blank. The 1999 Comprehensive Performance Evaluation presented in Appendix C states that the total detention time for the facility is 175 days, which is less than that required by DEQ2. The conclusion

that no improvements are required at the thirty year old wastewater treatment facility was based solely on current treatment performance.

*The applicant responded as follows, "The proposed project is not intended to resolve all the deficiencies in the wastewater system, as the Town is not under any violation notices that mandate immediate action. The Town Council has reviewed the financial capabilities of the community and elected a project that will address the immediate needs in an economical manner."*

*"The PER did not address future potential treatment requirements since there is no basis to evaluate the treatment components. The potential disinfection and nutrient limits will need to be addressed when a final permit is issued. The assumption of a method of treatment and cost is very difficult to do at this time."*

*The reviewer understands the desire for the community of Anywhere to work within their financial capabilities; however the reviewer disagrees that the PER does not need to address future potential treatment requirements. The purpose of a PER is to provide a thorough overview of the entire system and classify all of the deficiencies. This approach allows the Town to recognize the system needs and to prioritize the improvements in a planned and cost efficient manner.*

The proposed project consists of rehabilitation of the four existing lift stations and replacement of the portion of the sewer main that crosses Dry Creek. The rehabilitation of the lift stations will address corrosion problems of equipment and aging controls. The description of the recommended alternative states that the Dry Creek crossing is a "major source of infiltration"; however, the infiltration was not quantified and is not documented in the PER (See comments in item a, above).

- c. Are the deficiencies to be addressed through the proposed project the deficiencies identified with the most serious public health or safety problems? If not, explain why the deficiencies to be addressed through the proposed project were selected over those identified with greater public health or safety problems. *(Describe any public health or safety problems that are not to be resolved by the project. Describe the why the applicant has decided not resolve those problems.)*

Comment: Based on information presented in the PER, the most serious public health and safety problem is the occurrence of sewage backing up into homes and the school. The PER did not provide adequate documentation of this problem. A letter from the school indicated that this has occurred twice in fourteen years. Other problems described by the PER as health and safety problems were increased pumping costs associated with infiltration.

*The applicant responded that, "the major deficiency is documented in the third party DEQ inspection report. The back up at the school is a result of the antiquated control system. However, the 8/18/2003 DEQ inspection report simply states that there is significant corrosion in the wet well and makes no mention of the lift station controls.*

- d. Were all reasonable alternatives thoroughly considered, and does the technical design proposed for the alternative chosen represent an efficient, appropriate, and cost-effective option for resolving the local public facility need, considering the size and resources of the community, the complexity of the problems addressed, and the cost of the project? *(Describe the level of analysis performed to determine an appropriate solution. Describe in more detail any missing information that would have made the analysis better and why.)*

Comment: The PER does not thoroughly address/describe the alternatives identified for consideration and the alternative analysis is very cursory. The design criteria for lift station modifications and control system improvements are presented on page 41 as meeting DEQ2 – 45 Alarm Systems. No table or information specific to the planned improvements is presented; therefore, it is difficult to determine what the specific improvements are and if the costs are appropriate. The costs for the lift station improvements for each

alternative are the same despite the fact that Alternative 1 does not include pump replacement in the main lift station and Alternative 2 includes pump replacement.

- e. Does the technical design proposed thoroughly address the deficiencies selected to be resolved and provide a reasonably complete, cost-effective and long-term solution? *(If the proposed technical design proposed does not thoroughly address the identified deficiencies or provide a reasonably complete, cost-effective and long-term solution, describe why.)*

Comment: The technical design proposed includes rehabilitation of the four lift stations and replacement of approximately 700 lineal feet of pipe under Dry Creek. The proposed project addresses the deficiencies selected to be resolved. The PER fails to present the technical design in enough detail for the reviewer to determine if it is reasonably complete, cost-effective or whether or not it provides a long-term solution.

*The applicant responded that, "the selected project is primarily a rehabilitation project that involves change out of piping, valves and fittings. The cost estimates were based on material costs and estimated labor costs received from several contractors." However, the cost estimate presented in the PER lists only "Lift Station Modification" with a lump sum cost of \$135,000. Because of the lack of design criteria and general nature of the cost estimate, the reviewer maintains that there is insufficient detail to determine if the design is reasonably complete, cost-effective or whether or not it provides a long-term solution.*

- f. Are all projected costs and the proposed implementation schedule reasonable and well supported? Are there any apparent technical problems that were not adequately addressed that could delay or prevent the proposed project from being carried out or which could add significantly to project costs? *(Describe any costs not adequately discussed or any problems that were not discussed that could delay the project.)*

Comment: Based on the information presented in the PER, it is difficult to determine if the projected costs for the proposed project are reasonable. Because no design criteria or description of the proposed lift station improvements is presented, the lump sum cost of \$135,000 presented for the lift station modification or the cost of \$69,000 for lift station alarm controls can not be evaluated. *The applicant responded that their costing worksheet was prepared, but was not submitted in the PER.*

- g. Have the potential environmental problems been adequately assessed? Are there any apparent environmental or technical problems that could delay or prevent the proposed project from being carried out or which could add significantly to project costs? *(Does it appear that the Uniform Environmental Checklist was adequately completed? Were all of environmental concerns noted in the Uniform Environmental Checklist adequately addressed in the PER? Describe the impact this project would have on the environment.)*

Comment: Potential environmental problems associated with lift station rehabilitation were adequately assessed.

The potential environmental problems associated with the Dry Creek crossing were not adequately assessed. The Environmental Checklist does not discuss the potential environmental impacts of construction of the new sewer main crossing under Dry Creek. The PER alternative analysis includes two sentences regarding environmental considerations of the alternatives, and does not discuss the potential environmental impacts of the creek crossing. The PER section regarding the recommended alternative mentions the need for a plan to mitigate construction related storm water discharge, but fails to discuss required permits or short-term, construction related environmental impacts likely to occur.

*The applicant responded, "When the project is bid the use of open cut with the required permits and the use of direction (sic) boring will be available to a contractor. The comment letter from Montana Fish, Wildlife and Parks addresses the Dry Creek crossing and outlines their feelings on the crossing and its potential impacts. The permits requested are the standard permits required and there are no requirements that will greatly impact this portion of the project." The reviewer maintains that the Uniform PER Outline requires a thorough*

*discussion of the potential environmental issues associated with the project and this discussion should have been presented in the PER.*

- h. For projects involving community drinking water system improvements, has the conversion to a water metering system for individual services been thoroughly analyzed and has the applicant decided to install meters? In those cases where individual service connection meters are not proposed, has the applicant's PER thoroughly analyzed the conversion to a water metering system and persuasively demonstrated that the use of meters is not feasible, appropriate, or cost effective?

Comment: Not Applicable.

- i. Is there any other pertinent information that might influence the scoring of this statutory priority? (For example, were there any known previous studies completed to document the problem and if so, were the conclusions different from the PER)?

Comment: The PER failed to provide an evaluation of the entire wastewater system in Anywhere. In addition, the alternatives screening was performed without benefit of an evaluation of the system deficiencies so that the justification for eliminating improvement alternatives was based on incomplete information.

### **SUMMARY - STATUTORY #3**

The MDOC scoring team felt that the preliminary engineering report was incomplete and there were some significantly important issues that were not adequately addressed, including:

- Incomplete condition/capacity assessment of the existing collection system and lack of documentation of the infiltration and inflow,
- No evaluation of the existing treatment system,
- Lack of information about the existing lift stations,
- Sound justification for eliminating any improvements to the treatment facility,
- The recommended project was not specifically included in the alternatives analysis,
- Detailed description and cost estimate of the recommended alternative was not provided.

These issues raised serious questions regarding the appropriateness of the solution. The MDOC scoring team determined that a level 2 score is appropriate given the significantly important questions and issues raised concerning the PER.

## EXHIBIT C

### EXAMPLE #2 OF A COMPLETED ENGINEERING REVIEW REPORT FORM (for bridge projects)

**APPLICANT NAME:** Anywhere County

**TYPE OF PROJECT:** Bridge Improvements

**COMMENTS PREPARED BY:** XYZ, Inc. (Bridge Guy, P.E.)

**DATE:**

**TSEP Statutory Priority #1 - Projects that solve urgent and serious public health or safety problems, or that enable local governments to meet state or federal health or safety standards.**

- a. Does a serious deficiency exist in the bridge system and will the deficiencies be corrected by the proposed project? *(Describe all deficiencies for each bridge proposed for TSEP funding, including the NBI sufficiency rating, appraisal ratings, and element condition ratings. Describe any related public safety problems not reflected in the NBI sufficiency rating. If a new bridge is being proposed where none currently exists, describe why there is a need for a bridge at this new location; describe the public safety problems that necessitate the new bridge.)*

#### North Fork Creek Bridge (SB2)

- **Sufficiency Rating:** 52.8
- **Appraisal Ratings:**
  - Structure Rating: 4
  - Deck Geometry: 4
  - Approach Roadway Alignment: 8
  - Waterway Adequacy: 4
- **Element Condition Ratings:**
  - Bridge Deck: 8
  - Superstructure: 7
  - Substructure: 4

#### South Fork Creek Bridge (SB3)

- **Sufficiency Rating:** 34.5
- **Appraisal Ratings:**
  - Structure Rating: 3
  - Deck Geometry: 3
  - Approach Roadway Alignment: 4
  - Waterway Adequacy: 8
- **Element Condition Ratings:**
  - Bridge Deck: 6
  - Superstructure: 6
  - Substructure: 3

Comment: Serious structural deficiencies exist that contribute to both bridges being considered a threat to public safety. Structural deficiencies that have been well documented include: severely weathered, cracked, dry rotted and surface worn deck; weathered, dry rotted, cracked, splintered and crushed stringers; weathered, dry rotted and cracked pile caps; weathered, cracked and water damaged timber piles: weathered, cracked,



dry rotted and water damaged wing walls: and inadequate guardrail with many supports severely weathered, dry rotted or missing.

According to MDT Structure Assessment Report Form, the bridge is currently posted at 15 tons on one side only, although it was posted at 8 tons on both sides the last time it was inspected was in 2001. The PER states that the MDT recommended posting is 7 tons now, although a letter documenting this direction is not included. Discussions with Bill Lay and Mike Murphy of the MDT indicate that neither of them recommended to the County that the Bridge posting be lowered to 7 tons. Bill said that he had asked Mike to rerun the load rating based on the most recent inspection, something Mike intends to do but had not yet completed (8/28/02). Bill did state that he suggested to the County that cribbing be installed to either shore up the bridge now or be ready to stabilize it should more rocks be removed. Mike stated that, to date, a letter has not been sent to the County regarding posting of the Eden Bridge. That being said, Bill did convey his concern with the condition of the bridge, including failing timber girders and caps, and the need to address the structural deficiencies in the near term.

The posted load rating for the bridge is 6-tons. This is much less than the 20-ton to 36-ton requirement for standard H20 and HS20 truck loading respectively. The current structural deficiencies of the bridge have led to posting of a weight restriction, which restricts many emergency vehicles from utilizing the bridge and results in potentially dangerous delays. The possibility of collapse is "real" which is supported by the MDT recommendation (documentation not included) to temporarily shore the bridge. Safety concerns documented in the PER include the lack of approach sections or structural adequate bridge rail. Another safety concern is the width of the bridge (18 feet), which prevents two-way travel.

- b. Is the entire county, or a substantial percentage of the residents of the county, seriously affected by the deficiency, as opposed to a small percentage of the residents? *(Describe the number of residents, households, businesses, etc. affected by the problem.)*

Comment: The North Fork Creek Bridge provides access to 20 residences, three businesses, and various ranch properties and recreational opportunities. The PER notes a 1999 ADT count of 90 vehicles per day. The PER notes that two alternate routes are available, resulting in a minimum of a 10-mile detour, with up to 30 miles depending on the route chosen and the location of the property. Both alternative routes are gravel roads with posted speed limits of only 35 mph, compared to the North Fork Creek road, which is paved and has a posted speed limit of 55 mph. Closure of the structure would significantly delay the response by law enforcement, fire departments, or medical personnel. The South Fork Creek Bridge serves as the sole access to two residences/ranches. Closure of the structure would prohibit response by law enforcement, fire departments, or medical personnel.

*The applicant responded that although the low volume roads served by the bridges in the application only serve a small percentage of the population, the proposed solution for the County would be the same if the structure served a much higher number of vehicles since a safe crossing is required regardless of road volume. The reviewer does not disagree with this statement but notes that this part of the statutory priority is only asking what portion of the community is affected by the deficiency. There, the above review comments remain unchanged.*

- c. Is there any other pertinent information that might influence the scoring of this statutory priority?

Comment: Neither of these bridges were inspected by MDT, however, they were inspected and scored by Mr. Bridge Guy, P.E., who went through the FHWA bridge inspectors training in 1995.

## **SUMMARY - STATUTORY #1**

Based on TSEP Scoring Criteria for Bridges, the North Fork Creek Bridge is scored at a Level 3, based on an SR greater than 50% (52.8%) and Element Condition Ratings of 4 or 5 (Substructure-4). The South Fork Creek Bridge would be scored at a Level 4, based on an SR less than or equal to 50% (34.5%) and Element

Condition Ratings of 3 or 4 (Substructure-4). (A similar statement could be made based on the Appraisal Ratings.)

For the purposes of determining a combined score, considering the costs of the two bridges and the individual scores assigned, the following is provided:

	<u>Cost</u>	<u>% of total</u>	<u>Statutory #1 Score</u>
North Fork Creek Bridge	\$300,000	75%	3
South Fork Creek Bridge	\$100,000	25%	4
Total	\$400,000	100%	3.25

Based on the cost weighted average score, Statutory Priority #1 was assigned a combined score of Level 3.

<b>TSEP Statutory Priority #3 - Projects that incorporate appropriate, cost-effective technical design and that provide thorough, long-term solutions to community public facility needs.</b>
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- a. Does the PER provide all of the information as required by the TSEP PER outline, and did the analysis address the entire system in order to identify all potential deficiencies? *(The PER should contain all of the information as specified in the TSEP PER outline, and should comprehensively examine the entire system in order to identify all potential deficiencies.)*

Comment: Although the PER was not set up following Bridge Outline format, it appears to contain most of the required information. It appears that some sections lack detail and do not adequately address all items. A listing of some of the information that was inadequately described, missing or not obvious includes the following:

- Section IIA.2. USGS topographic quadrangle maps, and legal boundary maps were missing.
- Section IIB.2.a. The PER does not provide a very complete discussion of the overall needs of the County bridge system and the rationale for selection of the two bridges. A completed inventory and draft Capital Improvement Plan (through FY 2009) are provided in Appendices G and I of the application, but no comprehensive listing and priority ranking of all the County bridges was presented. The Executive Summary of the PER states "Inclusion of the bridges in the draft Bridge Capital Improvement Plan by the County Road and Bridge Department was based on the following criteria: Condition of bridge components; Structure adequacy; Essentiality for public use; Condition of safety features; and Serviceability and functional obsolescence." However, there is no narrative or matrix describing how the priority ranking was arrived at and how the two bridges were selected for inclusion in this TSEP Application. It does not appear that the Commissioners have officially adopted the CIP, only that it is "Draft".
- Section IIB.2.b. Since the South Fork Creek Bridge is less than 20 feet in length, the MDT does not perform inspections and NBI assessments for it. The 2002 Outline states "Bridges that have not been rated by MDT will need to be inspected, evaluated and rated. The rating must be based on the same methodology that MDT uses to rate bridges. Bridge inspection and the rating of bridges should be performed by individuals that have taken and passed the FHWA bridge inspectors training, or by engineers that have sufficient experience in the inspection and engineering of bridges and are approved by MDT." The SI&A form in Appendix B notes the bridge was inspected by Jim Bridger. However, the PER did not describe his credentials. Along those lines, no documentation (such as a completed MDT Sufficiency Rating Form) of the SR calculations was provided justifying the rating of 38 arrived at by the Engineer. A major concern of the reviewer is the lack of a load analysis for the bridge. The PER states "The posted limit of the structure is 5 tons. At this point, the origin of the load limit is uncertain" and "38% (Based on a posted load limit of 5 tons – a load analysis was not performed because prediction of the level of deterioration was found to be realistic". The inventory rating (load capacity) of the structure is an important part of the SR calculation.

- Section IID. Correspondence was notably absent from the Montana Fish, Wildlife and Parks, US Army Corps of Engineers, and the local and state flood plain agencies.
- Section IVA. Notably missing was a firm discussion of the rational use for sizing the bridges. The PER noted in several places that a detailed hydraulic analysis would be performed during final design. It is well understood by the reviewer that such a detailed hydraulic analysis (such as a HEC-RAS analysis) need not be performed at this preliminary stage of the process. However, a quick calculation using Manning's Equation would have provided a higher comfort level towards the final size of the bridge. This would have been a rather painless exercise, particularly given the availability of floodplain mapping in the area of all three bridges and associated projected stream flows for the 100-year event. Although not as critical for the South Fork Creek Bridge, this effort would have been quite important for the North Fork Creek Bridge, given the concerns raised in determining the selected alternative including the relative size of the bridge, the nearness of the maximum limit of the prestressed beam option and the dependence of the foundation option on this information. It is well understood by this reviewer that geotechnical investigations and design need not be performed at this preliminary stage of the process. However, information is available such as soils maps, adjacent structures, etc. to assist in making educated assumptions. Ultimately, the PER did make such assumptions utilizing nearby structures to arrive at a preferred substructure alternative for cost estimating purposes.
- Section IV.D. The PER states for the North Fork Creek Bridge "the existing roadway will need to be raised 4-5 feet to account for the additional structure depth and to accommodate for hydraulic issues that the current bridge design may not address" and "the horizontal alignment of the bridge requires repositioning to remove the broken back curves on either side of the structure. The existing roadway curves are very sharp and will require smoothing to permit reasonable design speeds and to increase safety." Though the PER discusses the need for bridge and roadway realignment, there is little to no discussion regarding the road work and its costs. Although the PER does not identify ROW widths for the North Fork Creek Bridge, it does appear that acquisition of land or easements will be likely be required, particularly given the need for horizontal alignment and extra shoulder slopes. Realignment of the bridge and road may also result in the bridge crossing the river at a skew, an issue not discussed. The PER also states that detours will be provided for each of the two structures. The reviewer questions the need for a detour bridge and road at the North Fork Creek Bridge, given the relative close proximity of alternate routes. However, due to the size of the bridge, it is likely that a work bridge will be required to set new beams and remove the old bridge. In regards to the South Fork Creek Bridge, construction easements may be needed for the detour approaches at a minimum, if not the detour bridges also. 30'± for the bridge width plus a 10' to 15' work or detour bridge does not leave much room, assuming a typical 60' ROW. Section 6.C, page 59 of the PER states "Because the replacement of each structure is to be located at the existing site of the current bridge, no additional land requirements will be necessary." The reviewer does not feel that this statement addresses the need for work and/or detour bridges.

*The applicant responded that the road work and its costs "could be a construction problem that will be addressed during design". The reviewer maintains that the PER does not identify this issue as a potential construction problem as part of the final recommendation and, therefore, this comment will remain unchanged.*

- Section IV.E. The impact on recreation use and access to the river at North Fork Creek Bridge was not well addressed. As stated in the PER a new bridge will increase vehicle speed and volume at a site that is a very popular summer recreation area for people, such as kids jumping off of the bridge and swimming.
- Section IV.H. The comparative analysis of the alternatives focused primarily on the Capital and Present Worth costs only and was quite clear that environmental impacts and technical alternatives were the same and thus not needed to be factored into the selection process. Although for the most part the reviewer agrees with this, the technical feasibility of the alternatives for the two bridges should have been compared. The time and ease of installation of culverts is much more desirable than a bridge. Presentation of a matrix or spreadsheet would have been helpful.
- Section V. A detailed description of each preferred alternative was not provided. Although this would have been helpful, if not somewhat redundant, most of the information required by this section was present in the PER. Not included in the PER is a cost summary of the selected alternative providing

itemized costs for personnel, office costs, training, legal services, interim interest, bond services, audit costs, preliminary engineering, and construction management.

- b. Does the proposed project completely resolve all of the deficiencies identified in the PER? If not, does the proposed project represent a complete component of a long-term master plan for the facility or system, and what deficiencies will remain upon completion of the proposed project? *(If any deficiencies will remain upon completion of the proposed project, provide a plan for when those deficiencies will be resolved.)*

Comment: The proposed project which includes replacement of the existing structure will resolve all safety deficiencies including narrowness, inadequate rails, and structural deficiencies resulting in load restrictions. Replacing the existing bridge with a wider structure will improve safety. Although not well discussed in the PER, the application narrative states “the bridges selected for inclusion in this TSEP Grant application consist of the top two critically rated bridges in the County as delineated in the recently completed 2002 Bridge PER”. A “Draft” Bridge Capital Improvement Plan is included in Appendix I of the Application; however it does not appear that the Commissioners have officially adopted it. The PER mentions the bridges were chosen based upon condition of bridge components, structural adequacy, essentiality for public use, condition of safety features, serviceability, and functional obsolescence. A matrix, worksheet or detailed narrative outlining the selection process would have been helpful.

- c. Are the deficiencies to be addressed through the proposed project the deficiencies identified with the most serious public health or safety problems? If not, explain why the deficiencies to be addressed through the proposed project were selected over those identified with greater public health or safety problems. *(If the applicant has not chosen to resolve the most serious public health or safety problems, it should provide justification for the proposed project.)*

Comment: This project will resolve all structural and safety related deficiencies identified.

- d. Were all reasonable alternatives thoroughly considered, and does the technical design proposed for the alternative chosen represent an efficient, appropriate, and cost-effective option for resolving the local public facility need, considering the size and resources of the community, the complexity of the problems addressed, and the cost of the project? *(The PER must provide an analysis of all reasonable alternatives in sufficient detail to justify the alternative chosen.)*

Comment: The alternative analysis within the PER examines six superstructure alternatives and four substructure alternatives. The alternatives involve utilizing the existing structure as well as a complete replacement. The level of analysis is sufficient with schematic drawings for each alternative; however a matrix or spreadsheet was not provided to summarize the selection process. Technical feasibility, environmental impacts, and cost considerations were discussed within the alternative analysis narratives, but a summary would be helpful. The PER proposes to use four 6’6” wide and 2’3” deep Trideck beams to span 18’8” on the east span. Discussions with local beam manufacturers (Elk River Precast of Billings) have indicated Trideck beams are not manufactured in widths greater than 6’ and a Trideck beam depth of 2’3” is oversized. A depth of 1’4” is sufficient for spans of up to 35’. However, Central Precast of Spokane manufactures a trideck beam with widths up to 7’-0”. It is recommended that the final design reflect the differences in the two manufacturer’s products in order that competitive bidding is ensured. A discussion on how the three spans were arrived at was not obvious. It was stated that a clear span over the main channel was desired. However, it is uncertain why the Trideck span could not be eliminated and the Bulb Tee span simply extended to 90 feet  $\pm$ . Bulb tees are readily available in this length. That being said, the proposed alternative appears to represent an efficient, appropriate and cost effective solution. The selected alternative involves the use of a Bulb Tee and Trideck Superstructure with a concrete cap, pier, footing, abutment, and wingwall substructure.

The alternative analysis was adequate, as it examines no action and bridge closure alternatives along with culvert and bridge alternatives. The prescreening process quickly focused on three substructure types and two superstructure options for the North Fork Creek Bridge replacement. The alternative analysis for the South Fork Creek Bridge focused on three substructure, two superstructure and two open bottomed culvert

alternatives. The cost estimates for the substructure alternatives for the North Fork Creek Bridge appear to include the cost of the spread footing substructure yet do not include any costs for the driven piling or drilled shaft substructure alternatives. The PER states that spread footing foundations are more economical however there is no documentation or estimates for assurance. The selection of the preferred alternative was based solely on economics and did not discuss or provide a matrix for considering technical feasibility or environmental impacts as required in the uniform bridge outline. This being said, all alternatives appear to have nearly identical environmental impacts and have practical technical feasibility limits. It is the opinion of the reviewer that the proposed alternative for each bridge represents an appropriate, cost-effective solutions to the identified deficiencies.

- e. Does the technical design proposed thoroughly address the deficiencies selected to be resolved and provide a reasonably complete, cost-effective and long-term solution?

Comment: The technical design proposed for the new bridge will result in a structure that will be a long-term solution to the County's bridge problem. The proposed bridge system represents a cost effective method of bridge replacement that is commonly used by Montana counties in rural applications.

- f. Are all projected costs and the proposed implementation schedule reasonable and well supported? Are there any apparent technical problems that were not adequately addressed that could delay or prevent the proposed project from being carried out or which could add significantly to project costs?

Comment: Project costs and construction problems including the detour bridge for the selected alternative are sufficiently discussed and, overall, appear sufficient. Questions regarding the use and associated costs of a work bridge, dewatering of the abutments, and the need for three spans remain. The line item cost estimate of \$20,000 for site work was not well discussed and thus it is difficult to determine whether or not it is sufficient. However, it is assumed that if it is not, the County would be capable of performing this work with their own crews.

One particular concern is the costs for additional right of way or easement acquisitions. The PER proposes to realign and raise the existing roadway near the North Fork Creek Bridge and the PER mentions that right of way in the area is limited (Page 69). There is no indication of who the adjacent landowner is or if there is a willingness to grant the County additional land and the costs associate therewith, if any. Costs for this item could be quite high, particularly given the growth of the area and likely high values of land. There also is no discussion on the extent of the proposed approach fill improvements (only a lump sum cost estimate of \$20,000) a number that appears low based on the extent of improvements needed as alluded to in the PER.

The South Fork Creek Bridge replacement will require a detour bridge as it provides sole public access to the areas. The PER states that detours will be explained during final design but does not mention whether adjacent land purchase or easements are required, and if so would landowners grant permission to the county. Such issues regarding the detour routes (or work bridge at North Fork Creek Bridge if necessary) including whether site characteristic are desirable may delay the project.

Overall the cost estimates appear complete. Of note was the inclusion of the line item for Galvanized Bridge Rail T101 twice in the comparative cost estimates for the North Fork Creek Bridge ; once at \$65 per LF and once at \$60 per LF. Either way, it leads to an excess in the final budget of around \$20,000.

- g. Have the potential environmental problems been adequately assessed? Are there any apparent environmental problems that were not adequately addressed that could delay or prevent the proposed project from being carried out or which could add significantly to project costs? *(The Uniform Environmental Checklist must be properly completed so that all potential environmental problems have been adequately assessed. All environmental concerns, noted in the Uniform Environmental Checklist, must be addressed in the PER when examining each of the alternative solutions.)*

Comment: A Uniform Environmental Checklist was filled out for each bridge and included with the PER. Letters from the SHPO and the Natural Heritage Program were included; however, notably missing were comments from the US Army Corps of Engineers and Montana FWP. Comments from FWP are vitally important due to the importance of the fishery and the close proximity of the FWP fishing access site. The County Bridge Standard, which is expected to be adopted in 2002, states that all bridge projects will be approved by the Department of Fish Wildlife and Parks. The FWP concerns may require the bridge to be constructed during a time frame that limits impact to spawning trout.

*The applicant responded that the County received information from US Army Corps of Engineers and Montana FWP after the application was submitted and neither program had any concerns about the proposed project. Since this information was not included in application, it is considered new information and the review comment remains unchanged.*

The PER states North Fork Creek Bridge was constructed in 1930 and therefore is eligible for listing as a historic site. Upon further examination the Statutory Priority narrative explains the bridge will be relocated north of the site, which serves as a form of mitigation for this issue.

- h. For projects involving community drinking water system improvements, has the conversion to a water metering system for individual services been thoroughly analyzed and has the applicant decided to install meters? In those cases where individual service connection meters are not proposed, has the applicant's PER thoroughly analyzed the conversion to a water metering system and persuasively demonstrated that the use of meters is not feasible, appropriate, or cost effective?

Comment: Not applicable.

- i. Is there any other pertinent information that might influence the scoring of this statutory priority?

Comment: The PER refers to a hydraulic analysis completed for the existing bridge but does not identify it's name, date and author. Appendix I contains three pages from a HEC-RAS hydraulic analysis; a summary table and two cross sections. Although a detailed discussion was not presented to explain the analysis, it appears that the work presented is acceptable at this early stage of the process. A discussion on how the 100-year flow was arrived at (gaging station, hydrologic analysis, etc.) would have been preferable.

### **SUMMARY - STATUTORY #3**

The MDOC scoring team felt that the preliminary engineering report was generally complete and there were some potentially important issues that were not adequately addressed, including:

- the use and associated costs of a work bridge,
- dewatering of the abutments, and
- the lack of a rationale for three spans.

The MDOC scoring team determined that a level 3 score is appropriate given the potentially important questions and issues raised concerning the PER.